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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ACCU-SPEC ELECTRONIC SERVICES, INC., Plaintiff	)	
v.	)	C.A. NO.: 03-394E
CENTRAL TRANSPORT INTERNATIONAL, INC. and LOGISTICS PLUS, INC. Defendants	)	

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CLERK U.S. DISTRICT COURT
WEST. DIST. OF PENNSYLVANIA

COMPLAINT

Plaintiff ACCU-SPEC ELECTRONIC SERVICES, INC. ("Accu-Spec"), by its attorneys, MacDonald, Illig, Jones & Britton LLP, files this Complaint pursuant to F.R.C.P. 8 and states the following in support:

The Parties

1. Plaintiff Accu-Spec is a Pennsylvania corporation with its principal place of business located at 8835 Walmer Drive, McKean, Pennsylvania 16426

2. Defendant Central Transport International, Inc. ("Central Transport") is a Michigan corporation with its principal place of business located at 12225 Stephens Road, Warren, Michigan 48089.

EXHIBIT
A

3. Logistics Plus, Inc. ("Logistics Plus") is a New York corporation with a principal place of business at 100 Centennial Drive, Jamestown, New York, 14701.

Jurisdiction and Venue

4. This Court has subject matter jurisdiction over this lawsuit pursuant to 28 U.S.C. § 1331 because it involved application of a federal statute, specifically, 49 U.S.C. §14704 and § 14706.

5. Venue in this matter is proper in the United States District Court for the Western District of Pennsylvania pursuant to 28 U.S.C. §14704 because it is the district in which Accu-Spec resides and pursuant to 28 U.S.C. § 14706 because it is a district in which the defendants operate.

Factual Allegations

6. In January 2003, Accu-Spec verbally contracted with Logistics Plus to arrange for delivery of an x-ray machine from Dage Precision Industries of Fremont, California to Accu-Spec at its facility in McKean, Pennsylvania.

7. Logistics Plus subsequently brokered the shipment to Central Transport and/or acted as a freight forwarder for the shipment, using Central Transport as the carrier for the shipment.

8. Dage delivered the x-ray machine to Central Transport in accordance with the terms and conditions of the Uniform Domestic Straight Bill of Lading on February 5, 2003. (Exhibit A).

9. The x-ray machine was delivered to Accu-Spec's facility on February 14, 2003.

10. After reasonable investigation, Accu-Spec believes that, prior to shipment, Logistics Plus improperly informed Central Transport of the class of cargo being transported for the reasons set forth below.

11. In particular, Logistics Plus identified the cargo as "Class 50" cargo, which means metal castings.

12. After reasonable investigation, Accu-Spec believes that Logistics Plus should have identified the x-ray machine as Class 100 cargo, meaning cargo which was fragile and needed to be transported with a higher degree of care than metal castings require.

13. The x-ray machine was damaged because Logistics Plus misidentified the nature of the cargo being transported, causing Central Transport to transport the x-ray machine differently than it usually transports fragile cargo.

14. Alternatively, the x-ray machine was damaged because Central Transport did not use the highest duty of care demanded of common carriers when it transported the x-ray machine.

15. When the x-ray machine was delivered to Accu-Spec on February 14, 2003, Accu-Spec immediately noticed that the crate containing the x-ray machine was damaged.

16. Accu-Spec immediately notified Logistics Plus and Central Transport of the damage.

17. On February 19, 2003, Accu-Spec engaged MTI Inspection Services, an independent inspector which was approved by both Logistics Plus and Central Transport, to determine the nature and extent of the damage.

18. On or about February 21, 2003, Accu-Spec submitted a claim to Central Transport and Logistics Plus which included, in pertinent part:

a. Sufficient facts to identify the shipment as an x-ray machine;

b. An assertion that Logistics Plus and/or Central Transport were liable for the loss, damage and/or injury to the x-ray machine; and

c. A claim that Logistics Plus and/or Central Transport were liable for a specified and determinable amount specifically the value $37,752.40. (Exhibit B).

19. On or about April 4, 2003, Accu-Spec submitted a formal complaint to Central Transport. (Exhibit C).

20. On or about April 23, 2003, Central Transport denied Accu-Spec's claim.

21. On or about April 28, 2003, Accu-Spec submitted an Amended Claim to Central Transport. (Exhibit D).

22. On or about August 12, 2003, Accu-Spec informed Central Transport of the amended amount of its damage claim, specifically $46,488.50, plus additional interest and costs associated with its financing of the x-ray machine. (Exhibit E).

23. Pursuant to 49 C.F.R.. § 307.9, Central Transport is required to pay, decline or make a firm compromise settlement offer in writing within 120 days of receiving the claim from the shipper.

24. Because Accu-Spec submitted its Amended Claim to Central Transport on April 28, 2003, Central Transport was required to admit, deny or settle Accu-Spec's claim on or before August 28, 2003.

25. Although almost 90 days have passed since the 120-day deadline expired, Central Transport has not admitted, denied or settled Accu-Spec's claim, and Central Transport has not provided any reason for its failure to resolve Accu-Spec's claim.

26. On or about November 12, 2003, Accu-Spec served a formal notice of claim on Logistics Plus. (Exhibit F).

COUNT I

Accu-Spec v. Central Transport and Logistics Plus – 49 U.S.C. § 14704

27. Accu-Spec incorporates the allegations set forth in Paragraphs 1 through 26 above as if fully set forth herein.

28. In January 2003, Accu-Spec verbally contracted with Logistics Plus to arrange for delivery of an x-ray machine from Dage Precision Industries of Fremont, California to Accu-Spec at its facility in McKean, Pennsylvania.

29. Logistics Plus subsequently brokered the shipment to Central Transport and/or acted as a freight forwarder for the shipment, using Central Transport as the carrier for the shipment.

30. Dage delivered the x-ray machine to Central Transport in accordance with a bill of lading on February 5, 2003. (Exhibit A).

31. The x-ray machine was damaged while in the possession of Central Transport.

32. The x-ray machine was damaged as a result of the negligence of Logistics Plus and Central Transport as set forth above.

33. The x-ray machine has a value of approximately $120,000.00.

34. Accu-Spec has been able to have the x-ray machine repaired in such a manner which limits Accu-Spec's damages to $46,488.40.

35. Central Transport and Logistics Plus have repeatedly refused to pay Accu-Spec the amount of $46.488.40, plus additional interest and costs associated with its financing of the x-ray machine.

WHEREFORE, Accu-Spec Electronic Services, Inc. respectfully requests this Honorable Court to enter judgment in its favor and against Central Transport and Logistics, Plus in the amount of $46.488.40, and additional interest and costs associated with its financing of the x-ray machine, plus interest, costs of suit, reasonable attorneys fees and other relief which this Court deems just and proper.

COUNT II

Accu-Spec v. Central Transport and Logistics Plus – 49 U.S.C. § 14706

36. Accu-Spec incorporates the allegations set forth in Paragraphs 1 through 35 above as if fully set forth herein.

37. In January 2003, Accu-Spec verbally contracted with Logistics Plus to arrange for delivery of an x-ray machine from Dage Precision Industries of Fremont, California to Accu-Spec at its facility in McKean, Pennsylvania.

38. Logistics Plus subsequently brokered the shipment to Central Transport and/or acted as a freight forwarder for the shipment, using Central Transport as the carrier for the shipment.

39. Dage delivered the x-ray machine to Central Transport in accordance with the terms and conditions of a bill of lading on February 5, 2003. (Exhibit A).

40. After reasonable investigation, Accu-Spec believes that, prior to shipment, Logistics Plus incorrectly informed Central Transport of the class of cargo being transported.

41. In particular, Logistics Plus identified the cargo as "Class 50" cargo, which means metal castings.

42. After reasonable investigation, Accu-Spec believes that Logistics Plus should have identified the x-ray machine as Class 100 cargo, meaning cargo which was fragile and needed to be transported with a higher degree of care than metal castings require.

43. The x-ray machine was damaged because Logistics Plus misidentified the nature of the cargo being transported, causing Central Transport to transport the x-ray machine differently than it usually transports fragile cargo.

44. Alternatively, the x-ray machine was damaged because Central Transport did not use the highest duty of care demanded of common carriers when it transported the x-ray machine.

45. When the x-ray machine was delivered to Accu-Spec on February 14, 2003, Accu-Spec immediately noticed that the crate containing the x-ray machine was damaged.

46. Accu-Spec immediately notified Logistics Plus and Central Transport of the damage and engaged an independent inspector, approved by both Logistics Plus and Central Transport, to determine the nature and extent of the damage.

47. On or about February 21, 2003, Accu-Spec submitted a claim to Central Transport and Logistics Plus which included, in pertinent part:

a. Sufficient facts to identify the shipment as an x-ray machine;

b. An assertion that Logistics Plus and/or Central Transport were liable for the loss, damage and/or injury to the x-ray machine; and

c. A claim that Logistics Plus and/or Central Transport were liable for a specified and determinable amount specifically the value $37,752.40. (Exhibit B).

48. Subsequently, Accu-Spec has calculated that it has incurred damages to repair the x-ray machine in the amount of $46,488.50, plus additional interest and costs associated with its financing of the x-ray machine.

49. On or about November 12, 2003, Accu-Spec served a formal notice of claim on Logistics Plus. (Exhibit F).

WHEREFORE, Accu-Spec Electronic Services, Inc. respectfully requests this Honorable Court to enter judgment in its favor and against Central Transport and Logistics, Plus in the amount of $46.488.40, and additional interest and costs associated with its financing of the x-ray machine, plus interest, costs of suit, reasonable attorneys fees and other relief which this Court deems just and proper.

A JURY TRIAL IS DEMANDED

Respectfully submitted,

[signature]

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